

Mr. Levey -

2511

A RESOLUTION ACCEPTING A LABOR CONTRACT WITH THE
COMMUNICATIONS WORKERS OF AMERICA - LOCAL 1032 FOR
1996 - 1997

WHEREAS, the Borough of Freehold has negotiated in good faith the Communication Workers of America, Local 1032 and an agreement has been reached concerning the terms and conditions of Employment for members of this Union; and

WHEREAS, the Borough Administrator recommends that this Labor Agreement be executed by the Mayor on behalf of the Borough of Freehold.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Freehold and Local 1032 Communications Workers of America for the years 1996 and 1997 attached to and made a part of this Resolution is hereby approved and the Mayor's authorized to execute the same on behalf of the Borough.

OFFERED BY: SHUTZER

SECONDED BY: LE VINE

ROLL CALL:

AYES: COPELAND, KELDER, LEVINE, ROSSEEL, SHUTZER, TOUBIN

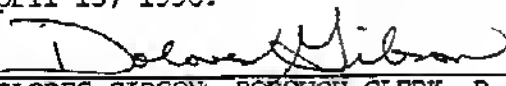
NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

CERTIFICATION

I HEREBY CERTIFY the above to be a true and exact copy of a Resolution adopted by the Mayor and Council of Freehold Borough at the Regular Meeting held April 15, 1996.


DOLORES GIBSON, BOROUGH CLERK, R.M.C.

AGENDA 8/96
ITEM # 14
DATE 4/15/96

AGREEMENT
BETWEEN
FREEHOLD BOROUGH
AND
LOCAL 1032
COMMUNICATION WORKERS OF AMERICA
OF
BOROUGH OF FREEHOLD
1996-1997

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This Agreement made this day of April 1996, by and between Freehold Borough, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Borough" and Local 1032, Communications Workers of America of the Borough of Freehold, hereinafter referred to as the "Union" represents the complete and final understanding between the Borough and the Union.

ARTICLE I

RECOGNITION OF UNION

The Borough recognizes the Union during the term of this Agreement as the exclusive representative of full-time employees and permanent part-time employees of Freehold Borough in the following positions:

Clerk Typists	Laborers
Clerk Stenographers	
Tax Clerks	Water Plant Operators
Court Clerks	Mechanics
Accounting Clerks	Repairmen
Bus Drivers	
Library Assistants	Meter Readers
	Violation Clerks
Building Maintenance Workers	Code Enforcement Officers
Heavy Equipment Operators	
Equipment Operators	
Truck Drivers	Pump Station Inspector
	Police Dispatchers

and excluding the following positions:

Police
Supervisors
Confidential Employees (i.e. those people employed in the office of the Business Administrator and Borough Clerk)
Seasonal Employees
Employees in positions not specifically included above.
Part-time employees who work less than 20 hours per week and are not in permanent budgetary positions of the Borough.

ARTICLE II

PURPOSE OF AGREEMENT

SECTION 1: It is the intent and purpose of the parties hereto that this Agreement covering rates of pay, hours of work and condition of employment, will promote professional and economic relations and establish a basis for securing cooperation, harmony and goodwill between the Borough and its employees, and the Union and its members.

SECTION 2: It is recognized that by granting the benefits contained herein, the Borough is adding greatly to the cost of operation and increasing the burden upon the taxpayers of said municipality. This Agreement is, therefore, made with the understanding that the Union and its members will cooperate with the Borough in promoting better efficiency and more production per man hour.

SECTION 3: In consideration of the obligations assumed by the Borough in this Agreement, the Union recognizes its responsibilities to secure and sustain maximum productivity and cooperation per employee during the term of this Agreement in order that the Borough may receive a fair return for the benefits and materials contained herein. It is further understood and agreed that the Borough will cooperate with the employees and the Union in order to assure that each of the parties hereto shall secure maximum benefits from the within Agreement and engage in a period of mutual cooperation.

ARTICLE III

MANAGEMENT RIGHTS CLAUSE

It is recognized that the Borough has and will continue to retain the rights and responsibilities to direct the affairs of all the employees of the Borough of Freehold in each of the Departments in all its various aspects. Among the rights retained by the Borough are its rights to direct the working forces; to plan, direct and control all the operations and services of the department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract services; to relieve employees for legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

ARTICLE IV

WORK RULES

SECTION 1: The Borough shall establish reasonable and necessary rules concerning work and conduct for the employees of the Borough.

SECTION 2: Unless otherwise provided in this Contract, no Work Rule shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any existing employee economic benefit, without first negotiating the economic impact of the new Work Rules

with the Union. For the purposes of this session an existing employee economic benefit is defined as any practice related to terms and conditions of employment that is the result of all of the following: (1) consistent and ascertainable conduct (2) engaged in for at least two years (3) recognizing by both parties (4) not in conflict with the expressed written terms of this Contract (5) which is in response to a given set of specific circumstances and conditions, existing prior to January 1, 1987 and (6) which impacts at least three union members.

ARTICLE V

EQUAL TREATMENT

SECTION 1: The Borough and the Union agree not to discriminate against any employee on the basis of race, color, creed, sex or national origin.

SECTION 2: The Borough and the Union agree not to interfere with the rights of employees to become or not become members of the bargaining unit, and, further, that there shall be no discrimination or coercion against any employee because of Union membership or nonmembership.

SECTION 3: Employees hired prior to the effective date of this contract will be exempt from any residency requirement of the Borough.

ARTICLE VI - GRIEVANCE PROCEDURE

SECTION 1: GENERAL: In the operation of the various Departments, it is recognized that on occasion, a complaint may arise between the Borough and the Union, or between the Borough or any one or more employees concerning interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment of one or more employees or rights of the Union under this contract. The Borough and the Union earnestly desire that such grievances be promptly settled so that the efficiency in the department shall not be interrupted and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may arise, which procedure will be kept informal, is outlined hereinafter. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

SECTION 2: PROCEDURE TO BE FOLLOWED: The Union and the Borough specifically agree that the grievance procedure shall be the sole and exclusive method available for adjusting employee complaints, except those complaints that are subject to Civil Service Regulations, or the Regulations of the Equal Employment Opportunity Commission. Accordingly, the Union pledges that if any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article and pending such a settlement, all

employees shall carry out their assignments as directed by the Borough and their supervisory personnel. If any employee should refuse to follow the settlement procedure herein, but rather takes some other action, except such action as is provided for in Civil Service Regulations, such other action shall constitute a violation of this Agreement and shall make the employees and all other employees participating in such violation subject to disciplinary procedures at the discretion of the Borough, and subject to the provisions of the Civil Service Regulations. Any discharge or disciplinary action by the Borough, subject to Civil Service Regulations and appeal is not included within the scope of this grievance process. A complaint or grievance of any employee relating to condition or work, if not otherwise provided for in law, rules or regulations, shall be settled in the following manner:

Step One:

The aggrieved shall institute action under the provisions hereof within fourteen (14) calendar days after the event giving rise to the grievance. The action will be instituted by the grievant and/or the grievance representative submitting a signed statement setting forth, in writing, a concise factual report of the grievance. Any earnest effort shall be made to settle the difference between the aggrieved employee and the Department Heads at the time the grievance is filed for the purpose of resolving the matter informally. Failure to institute action with the said fourteen (14) calendar days

shall be deemed to constitute an abandonment of the grievance. The aforementioned fourteen (14) calendar day limitation may be extended upon presentation to the Borough of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Department Head supervisor shall make an effort to resolve the problem within a reasonable time, but shall render a decision, in writing, within seven (7) days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within five (5) calendar days after the answer at the first step; the Business Administrator, or his designee, shall set a meeting between the Department Head, aggrieved and the aggrieved's local representative, within five (5) calendar days after receiving the request, or for such other time as is mutually agreeable. The Business Administrator's answer to the second step shall be delivered, in writing, to the grievant and the Union within seven (7) calendar days after the meeting.

Step Three:

If the aggrieved person is not satisfied with the result of the grievance on the second step, he may, within five (5) calendar days, notify the Mayor and Council that he wishes to have them rule on the aggrieved matter. A meeting between either the Mayor and Council or the Personnel Committee and

the aggrieved's local and/or outside representatives shall be set within thirty (30) days after the Mayor and Council have received the request that it rule on the matter. The Mayor and Council's decision shall be delivered, in writing, to the grievant and the Union within seven (7) calendar days after said meeting.

Step Four:

Should the aggrieved person be dissatisfied with the decision of the Mayor and Council, and if the grievance alleges a violation, misapplication, or misinterpretation of the specific terms and conditions of this Agreement, the Union may submit, within fourteen (14) working days, the dispute to final and binding arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The decision of the Arbitrator shall be final and binding on all parties to the dispute. The Arbitrator shall limit his decision to the issue submitted, and he shall be without power to add to , delete from, or modify the provisions of this Agreement.

SECTION 3: REPRESENTATION: In using the grievance procedure established herein, an employee is entitled, at each step, to be represented by the Union.

SECTION 4: TIME LIMITS: Failure by the aggrieved or the Union to forward a grievance within the specified time limits shall terminate the grievance. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to advance to the next step.

ARTICLE VI (a) - GRIEVANCE PROCEDURE

MINOR DISCIPLINARY ACTIONS

SECTION 1: GENERAL: In those cases involving disciplinary action against a member which is not appealable pursuant to Civil Service Regulations, the Union, on behalf of the affected member, may obtain the services of the N.J. State Board of Mediation to mediate the dispute. The decision of the Mediator shall not be binding upon the Borough or the affected member. This mediation service shall be provided at no direct cost to the Borough. This mediation process may only be invoked after the affected member has exhausted all local appeals provided in Civil Service Regulations and/or the Personnel Manual of the Borough of Freehold.

SECTION 2: PURGING OF FILES: An employee may request that letters of warning be removed from his official personnel file after two (2) years and letters of reprimand be removed from his official personnel file after four (4) years. If there has been no recurrence of the intent cited in these letters on other incidents resulting in formal disciplinary action, this request will be honored by the Borough.

SECTION 3: ACCESS TO PERSONNEL FILE: An employee has the right to review his official personnel file in the Borough provided that 24 hours notice of the time and date of this review is given. The employee may not remove items from this file without specific permission from the Borough Administrator. The employee must review his file in the Administrator's Office.

ARTICLE VII
COMPENSATION

SECTION 1: Effective with the first pay period beginning after January 1, 1996, and up to and including the last pay period for the year 1996, the salary of each employee employed by the Borough of Freehold and a member of the bargaining unit referred to here, who is in the service of the Borough as of the date of this contract, shall receive an increase in his/her annual wage amounting to four percent (4%) of his base salary paid to said employee on December 31, 1995.

SECTION 2: Effective with the first pay period beginning after January 1, 1997, and up to and including the last pay period for the year 1997, the salary of each employee employed by the Borough and a member of the bargaining unit referred to herein, who is in the service of the Borough in June, 1996, shall receive an increase in his/her annual wage amounting to four percent (4%) of his base salary paid to said employee on December 31, 1996.

SECTION 3: Said base compensation increases shall be in addition to and exclusive of any longevity payments.

SECTION 4: Any employee who has obtained a State license or State certificate which further qualifies the employee in the performance of his/her duties, that employee shall be entitled to an additional salary increment of \$200.00 per year. Said increment shall be effective for the first pay period following written verification being given to the Borough Administrator, and if the increase is not effective for the first pay period of the year, the

increase shall be pro-rated from the pay period in which it becomes effective.

SECTION 5: If a member employee is being paid less than another member employee with the same Civil Service Title, the lower paid members salary shall be adjusted upward to equal to higher paid members salary with this equalization process occurring over a four (4) year period. Longevity pay and special certificate/license stipends are not included in these calculations. The Borough reserves the right to equalize these salaries in a shorter period of time if it so chooses. These salary adjustments will occur on the anniversary date of the employee receiving permanent Civil Service status.

SECTION 6: A newly hired employee may receive an alternate salary adjustment for their first 18 months of employment if this alternate was clearly stated as a term/condition of employment.

ARTICLE VIII

LONGEVITY PAY SCHEDULE

In recognition of the dedicated and faithful service to the Borough of Freehold, all employees will be entitled to an additional annual increment for years of service as follows:

Employee Length of Service	Amount to be paid each year	
	<u>1996</u>	<u>1997</u>
After three (3) years	\$350.00	\$400.00
After five (5) years	400.00	450.00
After ten (10) years	450.00	500.00

After fifteen (15) years	500.00	550.00
After twenty (20) years	550.00	600.00
After twenty-five (25) years	600.00	650.00

Payment can be made in the last pay in November or the first pay in December.

ARTICLE IX

STAND-BY PROCEDURES

SECTION 1: Employees who are required to stand-by for emergency call-in in the Water and Sewer Department shall be paid two (2) hours of straight time.

SECTION 2: Employees who are required to stand-by for emergency call-in in the Water and Sewer Department for field operations, who live in the Borough or within 1 mile of the Borough boundary, may use a Borough vehicle for this stand-by assignment. Said vehicle may not be used for any personal business.

SECTION 3: Employees on stand-by for field operations shall have the use of a portable radio on the police emergency frequency during their off duty hours of stand-by duty.

ARTICLE X

OVERTIME

SECTION 1: The Borough has the right to schedule overtime work, as required, in a manner most advantageous to the municipality and consistent with the requirements of the Borough and the public

interest. During emergency conditions, employees must report to work when required by their supervisor.

SECTION 2: Overtime opportunities will be distributed as equally and practicable among employees in the same job classification and department.

SECTION 3: For those members working an 8 hour day, time and one-half of the employee's regular rate of pay shall be paid for work under the following conditions, but compensation shall not be paid twice for the same hours.

- A. Work in excess of the regular 40 hour work week
- B. An employee who works on a holiday listed in Article X shall be paid his regular rate for the holiday, plus an additional one and one-half (1 1/2) of the employee's regular hourly rate of pay for each hour worked.
- C. Overtime pay to an employee who works a prescribed work week of less than forty (40) shall be computed at the regular equivalent hour rate up to forty (40) hours, and time and one-half for all hours worked after forty (40) hours, in a given assigned week.

SECTION 4: Compensatory time will not be granted for any overtime work unless requested by the employee.

SECTION 5: Emergency Call-In Compensation: In the event that an employee is required to report for emergency service, that employee will receive overtime compensation in the manner noted below

provided that the employee has been on a paid status during the normal workday.

TIME WORKED

TIME PAID

Up to 2 hours

2 hours of 1 1/2 pay (total 3 hours)

Over 2 hours

1 1/2 time the number of hours worked

SECTION 6: In the event that a Court or Violations Clerk is required to sign papers at home or after leaving duty, said Clerk will receive one (1) hour pay at his/her regular hourly pay scale if the signing occurs after working hours. If the Court or Violations Clerk is required to sign papers at Police Headquarters after leaving duty, said Clerk will receive two (2) hours pay at his/her regular hourly pay scale if the signing occurs after regular working hours.

ARTICLE XI

HOLIDAYS

The following days shall be recognized and observed as paid holidays:

- | | |
|-----------------------|-------------------------------|
| 1. New Year's Day | 9. General Election Day |
| 2. Martin Luther King | 10. Veteran's Day |
| 3. Washington's | 11. Thanksgiving Day |
| 4. Good Friday | 12. Friday after Thanksgiving |
| 5. Memorial Day | 13. Christmas Day |
| 6. Independence Day | 14. Friday following when |
| 7. Labor Day | Christmas falls on Thursday |
| 8. Columbus Day | |

If a holiday falls during an employee's vacation, such holiday shall not be charged against his/her vacation time. When any given holiday falls on a Saturday, same will be observed by the Borough on the Friday before. When any given holiday falls on a Sunday, same will be observed by the Borough on the Monday after.

Police Dispatchers and full time fire dispatchers will be scheduled for 13 holidays per year on a seniority basis. If their work schedule results in their reporting for work on a scheduled holiday, then the employee shall be paid on an overtime rate for that tour of duty. Water Plan Operators will be governed by Article XXII.

ARTICLE XII

VACATIONS

SECTION 1: During the first year of service, an employee working a 7 hour or an 8 hour day, shall earn one (1) working day, up to a maximum of ten (10) days vacation for each month of service from the date of employee's regular appointment up to and including December thirty-first (31st) following such date of appointment.

SECTION 2: After the first year and up to and including five (5) years of employment, each employee shall have twelve (12) working days vacation.

SECTION 3: Beginning the sixth (6th) year of employment and up to and including ten (10) years of employment, such employee shall have fourteen (14) working days vacation. Those employees

utilizing an approved health maintenance organization for medical insurance benefits shall have fifteen (15) working days vacation.

SECTION 4: Beginning with the eleventh (11th) year, and up to and including fifteen (15) years of employment, each employee shall have sixteen (16) working days of vacation.

SECTION 5: After fifteen (15) years and up to and including twenty (20) years of employment, each employee shall have eighteen (18) working days of vacation.

SECTION 6: After twenty (20) years of employment, each employee shall have twenty four (24) working days of vacation.

SECTION 7: During the final year of service wherein an employee becomes eligible for and actually receives retirement benefits from the Public Employees Retirement Systems, the employee may either take his full vacation allotment or receive compensation in lieu of this time off. If an employee should die or resign due to terminal illness, the employee will receive full vacation benefit for their last year.

SECTION 8: When an employee resigns in good standing, vacation allotment will be pro-rated in accordance with the actual months worked. The employee may take time off for this pro-rate allotment or receive compensation for it. If the employee had already taken vacation in excess of the prorated amount due to him/her, the final paycheck of the employee will be adjusted accordingly. Resignation in good standing requires two weeks notice.

SECTION 9: Consideration for the effective operation of the employee's respective department determines the scheduling of and

the number of employees to be absent at any one time. Employees with the greatest length of service may receive preference in scheduling of vacations.

SECTION 10: The majority of an employee's vacation must be scheduled by May first (1st) of the calendar year, and each employee must take his vacation as scheduled, subject to reasonable alterations at the consent of the supervisor, if good cause is shown. An employee who does not submit their vacation request by May 1st, shall have their vacation period assigned by the Department Supervisor. Annual vacation leave is not cumulative. Vacation time not taken during any given year shall be forfeited with the exception of the final year of service as specified by Section 7 of this Article.

If the activities of the department prevent an employee from taking his scheduled vacation and an alternate schedule is not possible, then with the approval of the Business Administrator, the unused vacation leave may be carried forward and used in January and February of the subsequent year.

ARTICLE XIII

SICK LEAVE

SECTION 1: Sick leave with pay shall be applicable only to permanent employees in the classified Civil Service of the Borough of Freehold as set forth hereinafter.

SECTION 2: Within the first year of service, an employee working a 7 hour or an 8 hour day, shall receive one (1) working

day of sick leave, with pay, for each month of service from the date of his regular appointment up to and including December thirty-first (31st) following such date of appointment.

SECTION 3: After the first year of employment, each employee shall have fifteen (15) days of sick leave with pay for each calendar year thereafter. If any employee should resign or retire during the year, employee's sick leave allotment for this last year of service shall be prorated in accordance with the actual months worked.

SECTION 4: Sick leave not taken shall accumulate to employee's credit from year to year, and he/she shall be entitled to such accumulative sick leave, with pay, if and when needed.

SECTION 5: When an employee retires, he shall be entitled to one-half (1/2) pay for accumulative sick days in an amount not to exceed \$10,000. The retiring employee shall advise the Borough Clerk of the employee's intention to retire by November first (1st) of the year prior to the year of retirement.

SECTION 6: Verification of Illness: An employee who has been absent on sick leave for more than three (3) consecutive work days, or 10 days in any 12 month period, shall be required to submit a medical certificate from a physician substantiating the illness. This requirement may be waived if the illness is of a reoccurring nature previously attested to by a physician. If there is reasonable evidence that any employee is abusing his/her sick leave usage, the employee will be so notified of this evidence and the Borough may require a medical certificate for any subsequent

absences due to illness. If the employee takes exception to this requirement, he may file a grievance as provided for elsewhere in this Agreement in order to substantiate the legitimacy of his prior sick leave usage.

SECTION 7: Notification of Illness: Failure to notify one's supervisor within 60 minutes at the start of the normal work day is grounds for denial of sick leave for the work day in question. If the absence is a continuation of illness reported the previous day, then the employee must notify his/her supervisor during the work day, of their continued illness and anticipated return to work date.

SECTION 8: Definitions For the purpose of interpretation of the contract document, sick leave is defined to be the absence from duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of said employee's immediate family who is seriously ill and require the care and attendance of said employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave or leaves of absence of the employee, or the need of employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six month period, as sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of

leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

ARTICLE XIV

BEREAVEMENT LEAVE

For those working a 7 hour or an 8 hour day, three (3) days of paid bereavement leave shall be provided for a documented death in the family, namely: father, mother, spouse, children, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, aunt or uncle. Common law spouses and legally established guardianship of children are included in the above definition.

ARTICLE XV

PERSONAL DAY

SECTION 1: All employees working a 7 hour or an 8 hour day shall be granted three (3) personal days which shall not be cumulative and shall be granted at regular pay. Except in case of emergency, the request for the personal day shall be made, in writing, to the Department Head or his representative, five (5) days in advance and approved two (2) days in advance. The personal days must be used within the calendar year and shall not be cumulative from year to year.

SECTION 2: The personal day shall not be granted at the beginning or end of a vacation or paid holiday, except in case of emergency.

ARTICLE XVI

UNIFORMS

SECTION 1: The Borough agrees to provide employees assigned to the Streets and Roads Department, Water and Sewer Department, (except office employees), Police and Fire Dispatchers, up to four (4) sets of uniforms which will be replaced each year as needed. Permanent part-time Buildings and Grounds employees will receive two (2) sets. If the membership requests, a winter jacket may be substituted for two (2) sets of uniforms, provided that notice of this selection is provided by December of the year preceding the provision of the jacket. Employee of said department agrees to maintain the uniforms and keep them cleaned. Employees working in the Street and Roads Department, Water and Sewer Department, and Public Buildings and Grounds Department will receive a \$75.00 allowance toward the acquisition of safety shoes, upon proof of purchase of the shoes.

SECTION 2: Employees receiving uniforms and safety shoe reimbursement are required to wear these uniforms and safety shoes while on the job. Borough uniforms are not to be worn off the jobs except for commuting to and from home. An employee who fails to wear issued clothing and work shoes may be sent home without pay until he presents himself with the required uniforms/safety shoes. Safety shoes must have steel toe/steel shank and be OSHA approved to be eligible for reimbursement.

ARTICLE XVII

NO-STRIKE, ETC.

SECTION 1: It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity or production during the life of this Agreement, nor shall any officer, representative or official of the Union, authorize, assist, take part in, or encourage any such strikes, sitdowns, slowdowns, concerted failure to report for duty, work stoppage or limitation upon production against the Borough. If any employee, or group of employees, represented by the Union, should violate the intent of this paragraph, the Union through its proper officers, shall promptly notify the Borough of such employee or employees, in writing, of its disapproval of such violation.

SECTION 2: The Borough reserves the right to discipline or discharge any employee or employees who violate the provision of this Article.

SECTION 3: Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XVIII

HEALTH INSURANCE

SECTION 1: Medical Insurance

A. The Borough of Freehold shall provide employees and their dependents, medical insurance through the N.J. State Health

Benefits Plan, or a comparable insurance plan, including approved Health Maintenance Organization. The cost of this insurance as of January 1, 1996 for the traditional plan is:

single employee coverage	- \$2,657.76
family coverage	- 6,776.76
husband/wife coverage	- 5,797.32

If the cost of this medical insurance should increase during the term of this contract, the Borough is obligated to pay for this increased cost.

B. All members hired after April 1, 1996 shall be provided medical insurance for themselves and their dependents through an approved health maintenance organization of the State Health Benefits Program. If a member hired after April 1, 1996 wishes to receive health insurance through the traditional (indemnity) plan of the State Health Benefits Program, the member shall reimburse the Borough for any increase in cost between the traditional plan and the average cost of the health maintenance organizations utilized by other members.

SECTION 2: Dental Insurance - The Borough of Freehold shall provide Dental Insurance for employees and their dependents through Delta Insurance Plan #1263-01 or a comparable insurance plan, with this insurance being a 50:50 cost sharing of approved expenditures. The cost of this insurance as of 4/1/94 is:

single employee coverage	- \$177.60
family coverage	- 463.92
husband/wife coverage	- 301.92

If the cost of this dental insurance should increase during the term of this contract, the Borough is obligated to pay for this increased cost.

SECTION 3: Prescription Glasses - All Borough employees shall, on receipt by the Borough Clerk of satisfactory documentary evidence, be entitled to a reimbursement of up to one hundred dollars (\$100) toward the costs incurred in connection with the acquisition of prescription eyeglasses (other than sunglasses). This benefit does not apply to families of Borough employees.

SECTION 4: Life Insurance - The Borough is not obligated to provide any life insurance benefits other than those contained in the Public Employees Retirement System.

SECTION 5: Prescription Drugs - Eligible employees may subscribe to the Prescription Drug Program provided by the N.J. Dept. of Treasury - State Health Benefits Insurance Program, or a comparable insurance plan. Any increase in premium to the Borough due to including this Prescription Drug Program with the State Health Benefits Program, over the cost of the State Health Benefits Program without the Prescription Drug Program, shall be shared 50:50 by the Borough and the affected employee.

ARTICLE XIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement, to any employee or group of employees, is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be in operative but all other

provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX

FULLY BARGAINED PROVISIONS

SECTION 1: This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2: This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing only, executed by both parties.

SECTION 3: Negotiations will start no later than November fifteenth (15th) 1997 at the request of the Union for the successor contract.

ARTICLE XXI

REPRESENTATION FEE

SECTION 1: The Borough will deduct from each member's paycheck the stipulated Union dues and will transmit this deduction to the Union monthly.

SECTION 2: Effective April 1, 1982, if any employee does not become a member of the local Union during any calendar year which

is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

SECTION 3: Prior to the beginning of each year, the Union will notify the Borough Clerk, in writing, of the amount of the regular membership dues charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

SECTION 4: Once during each year covered in whole or in part by this Agreement, the Union will submit to the Borough Clerk, a list of those employees who have not become members of the union for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with Section 4 below, the representation fee, and promptly will transmit the amount so deducted to the Union.

SECTION 5: The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of this membership year in question. The deductions will begin with the first paycheck paid:

- (a) ten (10) days after receipt of the aforesaid list by the Borough, or
- (b) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position

and continued in the employment of the Borough in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

SECTION 5: Except as otherwise provided in this Article, the mechanics for the deductions of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for deduction and transmission of regular membership dues to the Union.

SECTION 6: The union will notify the Borough, in writing, of any changes in the list provided for in Paragraph 2 above, and such changes will be reflected in any deductions made more than ten (10) days after the Borough received said notice.

SECTION 7: The Union agrees to indemnify and hold the Borough harmless against any liability which may arise by reason of any action taken by the Borough in complying with the provisions of this Article, provided the Borough gives the Union timely notice, in writing, of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

SECTION 8: The Borough will allow the union Shop Steward to be absent without pay three (3) days per year for Union business. After using these three days, the Borough will provide the Union Shop Steward with two (2) days of paid leave for Union business.

ARTICLE XXII

WATER PLANT EMPLOYEES

SECTION 1: For Water Plant employees with an alternate 10 hour work day, the standard work week will involve eight 10 hour tours of duty in a 14 day period.

Overtime will be computed for work in excess of 80 hours in a 14 day period.

SECTION 2: All leave benefits provided to 8 hour work day employees will be converted to hour equivalents and made available to Water Plant Operators to correspond to their work schedule (for example, 15 days of vacation leave equals 120 hours, equals 12 days of vacation for a 10 hour per day employee). Existing leave balances as of April 6, 1994 will also be converted to hourly equivalents and used in accordance with the new work schedule.

SECTION 3: Any Operator on stand-by will receive 2 hours of regular duty pay for each night assignment.

SECTION 4: Water Plant Operators are required to work those holidays that coincide with the pre-established work schedule. If the holiday occurs on an Operator's scheduled work day, the Operator will receive overtime pay for those hours worked and 8 hours of regular pay.

If the holiday occurs on an Operator's scheduled off day, the Operator will receive 8 hours of pay for the holiday in addition to any other hours worked in that pay period with all hours over 80 in a two week work period being at an overtime rate.

ARTICLE XXIII

PERMANENT PART-TIME EMPLOYEES LEAVE CALCULATIONS

For permanent part-time employees who are members, vacation leave, sick leave, holidays, bereavement leave and personal days shall be provided in accordance with the following formula:

$$\frac{\text{Hours worked per week}}{\text{full-time hours for comparable employee}} \times \frac{\text{leave hours per year for full-time employee with comparable years of service}}{\text{full-time employee with comparable years of service}}$$

ARTICLE XXIV

TERM AND RENEWAL

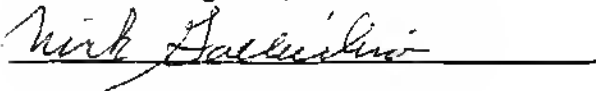
This Agreement shall be in full force and effective as of January 1, 1996, and shall remain in effect until December 31, 1997.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold Borough, New Jersey, on this 17th day of April, 1996.

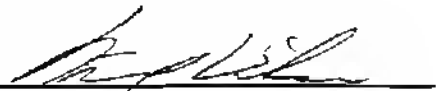
Local 1032, Communication Workers of America of the Borough of Freehold, Freehold Borough, Monmouth County, New Jersey.

BY: 

Dan Megill, Chairman

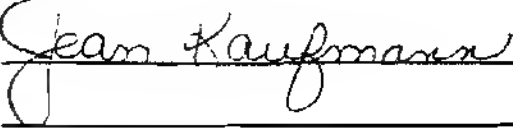


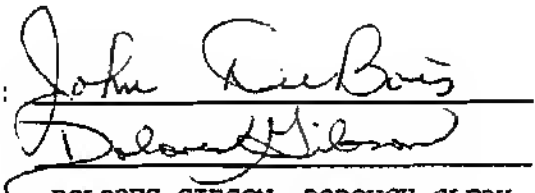
Nick Gallicchio, CWA Staff Rep.

BY: 

Michael Wilson, Mayor

ATTEST

BY: 

BY: 
DOLORES GIBSON, BOROUGH CLERK